

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avalanche Publishing Acquisition, Inc.		10/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LHI Enterprises, Inc.
Street Address:	5200 Town Circle
Internal Address:	Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3223080	JOURNALS FOR LIFE
Registration Number:	3223043	JOURNAL PLUS
Registration Number:	3223001	LISTMAKER
Registration Number:	3574356	PLAN - IT
Registration Number:	3022827	AVALANCHE PUBLISHING
Registration Number:	3022826	NOTE NOOK
Registration Number:	3108495	FILE · IT
Registration Number:	2885518	GIRL THING
Registration Number:	3155419	MOM'S PLAN-IT

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900145466

**TRADEMARK
 REEL: 004079 FRAME: 0781**

CH \$240.00 3223080

Phone: 312-862-2000
Email: dgasiorowski@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38233-440 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	10/16/2009

Total Attachments: 10
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 13th day of October, 2009, ("Effective Date"), by and between Lang Holdings, Inc., a Delaware corporation, Avalanche Publishing Acquisition, Inc., a Delaware corporation, The Lang Companies, LLC, a Delaware limited liability company, Avalanche Publishing, Inc., a California corporation (collectively, the "Assignors" and each, individually, an "Assignor") and LHI Enterprises, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of August 19, 2009, as amended, pursuant to which Assignors have agreed to sell, and Assignee has agreed to purchase, certain assets of Assignors;

WHEREAS, Assignors are the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications, individual State registrations and foreign trademark registrations and trademark applications set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignors, and Assignors wish to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, for the United States, individual States and all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, individual States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities, agencies or offices in any applicable individual States and foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignors shall take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration,

or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States, any individual States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized on the date first written above.

ASSIGNORS:

LANG HOLDINGS, INC.

By: Thomas S. O'Donoghue Jr.
Name: Thomas S. O'Donoghue Jr.
Title: Chief Restructuring Officer

AVALANCHE PUBLISHING ACQUISITION,
INC.

By: Thomas S. O'Donoghue Jr.
Name: Thomas S. O'Donoghue Jr.
Title: Chief Restructuring Officer

THE LANG COMPANIES, LLC

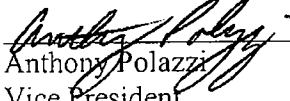
By: Thomas S. O'Donoghue Jr.
Name: Thomas S. O'Donoghue Jr.
Title: Chief Restructuring Officer

AVALANCHE PUBLISHING, INC.

By: Thomas S. O'Donoghue Jr.
Name: Thomas S. O'Donoghue Jr.
Title: Chief Restructuring Officer

ASSIGNEE:

LHI ENTERPRISES, INC.

By: 
Name: Anthony Polazzi
Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
JOURNALS FOR LIFE®	3223080	3/27/2007	Avalanche Publishing Acquisition, Inc.
JOURNAL PLUS®	3223043	3/27/2007	Avalanche Publishing Acquisition, Inc.
LISTMAKER®	3223001	3/27/2007	Avalanche Publishing Acquisition, Inc.
PLAN - IT®	3574356	2/17/2009	Avalanche Publishing Acquisition, Inc.
AVALANCHE PUBLISHING®	3022827	12/6/2005	Avalanche Publishing Acquisition, Inc.
NOTE NOOK®	3022826	12/6/2005	Avalanche Publishing Acquisition, Inc.
FILE IT®	3108495	6/27/2006	Avalanche Publishing Acquisition, Inc.
GIRL THING®	2885518	9/21/2004	Avalanche Publishing Acquisition, Inc.
MOM'S PLAN-IT®	3155419	10/17/2006	Avalanche Publishing Acquisition, Inc.
LANG AND DESIGN®	3209531	2/13/2007	The Lang Companies, LLC
BOB'S BOXES®	2878494	8/31/2004	The Lang Companies, LLC
AUGUST MOON®	2953180	5/17/2005	The Lang Companies, LLC
DOOR COUNTY CANDLE CO. ®	2711308	4/29/2003	The Lang Companies, LLC
SHREDDED WORDZ®	3197642	1/9/2007	The Lang Companies, LLC
WELLS STREET BY LANG®	3613616	4/28/2009	Lang Holdings, Inc.
WELLS STREET®	3610096	4/21/2009	Lang Holdings, Inc.
TL TURNER LICENSING®	3644895	6/23/2009	Lang Holdings, Inc.
TURNER LICENSING®	3644894	6/23/2009	Lang Holdings, Inc.
BLOOMIN' BUDDIES®	3146620	9/19/2006	The Lang Companies, LLC
LANG®	2920421	1/25/2005	The Lang Companies, LLC
AUGUST MOON & DESIGN®	2978498	7/26/2005	The Lang Companies, LLC

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
SCOREBOARD PUBLISHING	77771305	6/30/2009	Lang Holdings, Inc.
SUN RIVER PUBLICATIONS	77771259	6/30/2009	Lang Holdings, Inc.
TURNER LICENSING	77294797	10/3/2007	Lang Holdings, Inc.
TL TURNER LICENSING	77294905	10/3/2007	Lang Holdings, Inc.

STATE TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>State</u>	<u>Owner</u>
THE LANG COMPANIES™	5601111	1/3/1996	Wisconsin	The Lang Companies, LLC

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
LANG	New Zealand	787744	10/16/2008	Lang Holdings, Inc.
LANG & DESIGN	New Zealand	787741	10/16/2008	Lang Holdings, Inc.
PYRAMID DESIGN	Canada	TMA577076	3/7/2003	Avalanche Publishing, Inc.
AVALANCHE	Canada	TMA577107	3/7/2003	Avalanche Publishing, Inc.
PYRAMID DESIGN	Benelux	663347	9/17/1999	Avalanche Publishing, Inc.
AVALANCHE	Benelux	663348	9/17/1999	Avalanche Publishing, Inc.
AVALANCHE	Germany	39957748	11/4/1999	Avalanche Publishing, Inc.
PYRAMID DESIGN	Germany	39957747	11/23/1999	Avalanche Publishing, Inc.
AVALANCHE	Norway	211594	11/8/2001	Avalanche Publishing, Inc.
PYRAMID DESIGN	United Kingdom	2209020	5/26/2000	Avalanche Publishing, Inc.
AVALANCHE	United Kingdom	2209017	9/8/2000	Avalanche Publishing, Inc.
AVALANCHE	Europe	6871313	2/13/2009	Avalanche Publishing, Inc.
AVALANCHE PUBLISHING & DESIGN	Europe	6882054	6/21/2009	Avalanche Publishing, Inc.
AVALANCHE	Australia	792523	4/28/1999	Avalanche Publishing, Inc.
PYRAMID DESIGN	Australia	792524	4/28/1999	Avalanche Publishing, Inc.
AVALANCHE	China	1407516	6/14/2000	Avalanche Publishing, Inc.
PYRAMID DESIGN	China	1404531	6/7/2000	Avalanche Publishing, Inc.
AVALANCHE	Japan	4448957	1/26/2001	Avalanche Publishing, Inc.
PYRAMID DESIGN	Japan	4330482	10/29/1999	Avalanche Publishing, Inc.
PYRAMID	New Zealand	316543	8/18/2000	Avalanche

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
DESIGN				Publishing, Inc.
AVALANCHE	New Zealand	316542	8/18/2000	Avalanche Publishing, Inc.
AVALANCHE	South Korea	457690	10/29/1999	Avalanche Publishing, Inc.
PYRAMID DESIGN	South Korea	457689	10/29/1999	Avalanche Publishing, Inc.
PYRAMID DESIGN	Taiwan	00939215	4/16/2001	Avalanche Publishing, Inc.
AVALANCHE	Taiwan	00939216	4/16/2001	Avalanche Publishing, Inc.

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
PYRAMID DESIGN	Norway	2000003541	3/27/2000	Avalanche Publishing, Inc.
LANG	Europe	6871321	4/18/2008	Lang Holdings, Inc.
LANG & DESIGN	Europe	6882005	8/18/2008	Lang Holdings, Inc.
LANG	Australia	1235225	4/16/2008	Lang Holdings, Inc.
LANG & DESIGN	Australia	1235233	4/16/2008	Lang Holdings, Inc.
LANG	Canada	1392422	4/22/2008	The Lang Companies, LLC
LANG & DESIGN	Canada	1392423	4/22/2008	The Lang Companies, LLC
TURNER LICENSING	Canada	1388032	3/19/2008	Lang Holdings, Inc.
TL TURNER LICENSING & DESIGN	Canada	1388033	3/19/2008	Lang Holdings, Inc.